



**LAC  
DMH**

LOS ANGELES COUNTY  
DEPARTMENT OF  
MENTAL HEALTH 500 S. VERMONT AVE., LOS ANGELES, CA 90020 [HTTP://DMH.LACOUNTY.GOV](http://DMH.LACOUNTY.GOV)



ROBIN KAY, PH.D.  
Acting Director

DENNIS MURATA, M.S.W.  
Acting Chief Deputy Director

RODERICK SHANER, M.D.  
Medical Director

March 01, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXECUTE AN AGREEMENT WITH THE CALIFORNIA ENDOWMENT TO HOST  
THE MOVING RECOVERY FORWARD THROUGH EMPLOYMENT CONFERENCE  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to execute an agreement with The California Endowment to host the Moving Recovery Forward Through Employment Conference, to be held on April 6, 2016.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Acting Director of Mental Health (Acting Director), or her designee, to execute an agreement with The California Endowment (The CA Endow), substantially similar to the agreement attached hereto, for Catering Services provided by Sodexo America, LLC, at an estimated cost of \$2,000 to host the Moving Recovery Forward Through Employment Conference fully funded with State Mental Health Services Act (MHSA) revenue included in the Department of Mental Health's (DMH) Fiscal Year (FY) 2015-16 Final Adopted Budget.
2. Delegate authority to the Acting Director, or her designee, to execute future agreements for three subsequent annual Adult Employment Conferences through FY 2018-19, at an estimated cost of \$3,000 per annual event, subject to review and approval by County Counsel, with a notice to your Board and the Chief Executive Office (CEO). Funding for future years will be requested through DMH's annual budget request process, subject to the availability of funds.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Board approval of the recommended actions will allow DMH and the Mental Health Commission (MHC) to host the Moving Recovery Forward Through Employment Conference which is to be held on April 6, 2016, at The CA Endow. This conference is intended to benefit the mental health community by providing training opportunities to consumers, mental health professionals, employment specialists, and job developers. Conference trainings will be presented by subject matter experts in the employment of individuals that are mentally ill.

The trainings for this conference provide participants, including consumers, professionals, and other staff, with a broad range of strategies and community resources that support their journey to independence and self-determination. Conference materials and speakers are intended to encourage and support the tenets of recovery by offering a learning opportunity to consumers who are hesitant to work because of their mental illness. To further the goals stated above, DMH will provide Spanish speaking interpreters for monolingual consumers in attendance.

In addition to promoting employment as a resource to achieving mental health and wellness, the conference is intended to assist DMH in reaching unserved and underserved populations to support their recovery from mental illness, which is a goal of the Department's State-approved MHSA plan. Finally, this conference provides an important opportunity for DMH to develop and expand partnerships between employment specialists, job developers, and consumers.

## **Implementation of Strategic Plan Goals**

The recommended actions support the County's Strategic Plan Goal 2, "Community Support and Responsiveness," and Goal 3, "Integrated Services Delivery."

## **FISCAL IMPACT/FINANCING**

The total estimated cost of the attached agreement for the Moving Recovery Forward Through Employment Conference is \$2,000 and is fully funded with State MHSA revenue included in DMH's FY 2015-16 Final Adopted Budget.

The final cost will be determined by the actual number of participants, which is estimated to be 280 including consumers, mental health professionals, employment specialists, and job developers.

Funding for future years, at an estimated cost of \$3,000, will be requested through DMH's annual budget process.

There is no net County cost associated with these actions.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Since 2007, DMH and the MHC have sponsored an annual conference to help consumers understand that they can be gainfully employed. By collaborating with employment specialists and job developers in underserved and unserved communities, DMH is seeking to reduce barriers for people with a mental illness who are seeking employment.

The FY 2014-15 conference hosted an estimated 250 attendees, which included consumers, mental

health professionals, employment specialists, and job developers.

Approval of Recommendation 1 will authorize DMH to execute an agreement with The CA Endow. Additionally, DMH is asking for delegated authority to execute future agreements with conference sites and catering services for three subsequent annual Adult Employment Conferences through FY 2018-19.

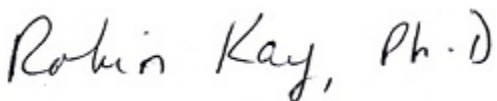
### **CONTRACTING PROCESS**

DMH solicited quotes from three venues that met selection requirements for the conference. Program staff requested venues to submit proposals to accommodate 280 attendees, and to include the associated venue rates and/or fees for meeting rooms, catering, audio-video, and parking. A cost analysis of the received requests was reviewed and The CA Endow was the preferred location based on availability, size of accommodations, no cost for the space, and the ease of both personal and public transportation for participants. The CA Endow prohibits the use of outside catering services and contracts with Sodexo for their catering services. Nevertheless, this combination of venue and catering service was the least expensive of all three proposals. DMH will enter into an Agreement attached hereto following Board approval. Confirmation in the form of a deposit will be made to guarantee space, catering services, and other necessities for the conference.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The conference will benefit the mental health system by empowering consumers to effectively use recovery strategies and community resources to improve their lives. Consumers will be provided with information and community resources that support their entering the workforce. Ultimately, this conference increases the likelihood of consumers being gainfully employed and no longer reliant on publicly funded services. Moreover, approval of this action will not impact any other services.

Respectfully submitted,



ROBIN KAY, Ph.D.

Acting Director of Mental Health

RK:AB:MF:DKH:rlr

Enclosures

c: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel  
Chairperson, Mental Health Commission

Center for Healthy Communities



## **TERMS AND CONDITIONS FOR FACILITIES USE**

This Agreement is made by and between **The California Endowment** (hereinafter called "TCE") and Client identified on the signature page.

All reservations and agreements for private conference functions and use of the facilities are made upon subject to the rules and regulations of TCE and the following conditions:

### **Reservations, Deposits and Payments**

- All reservations are held on a tentative basis until a signed copy of the Terms and Conditions is received in the exact form as sent. A reservation is confirmed only upon receipt of a signed Agreement and a deposit in the amount indicated on the attached Acknowledgment page; provided that TCE may waive such a requirement at our sole discretion.
- If Client cancels an event with less than 30 days written notice, a cancellation fee of 10% of the contract amount will be retained by TCE.
- If Client cancels an event with less than 7 days written notice, a cancellation fee of 50% of the contract amount will be retained by TCE.
- If Client reschedules an event with less than 3 days written notice, a 10% rescheduling fee will be added to the new contract amount.
- A \$25 room deposit is required of all single room reservations. A \$50 room deposit is required for all multi room reservations or Yosemite A only. A \$200 room deposit is required for Yosemite Hall (A+B Combined). All deposits will be held until the events have concluded and then returned upon inspection of the facility. Checks will not be deposited unless damage to the CHC has occurred. Organizations with recurring reservations can make a one time \$200 deposit, known as the Frequent Requestor Deposit, which will be deposited.
- TCE may terminate this Agreement upon three (3) days written notice in the event of an uncured breach of this Agreement by Client. Upon the expiration or the termination of this Agreement, Client shall immediately quit and surrender the facilities to TCE
- If Client owes TCE monies after the event, all such monies shall be paid to TCE within ten (10) days after TCE presents the final event settlement to the Client. If the full amount due is not paid within those ten (10) days it shall accrue a penalty of 1.5% per month or part thereof.

### **Room Rentals and Conditions**

- All arrangements must be finalized at least 3 days prior to the event.

- All files, videos, documents, and power-point presentations by client must be received by TCE 3 days prior to event. TCE will load, scan, test and run any item prior to presentation.
- Client shall use the facilities only for the use permitted by TCE and for no other purpose. Client shall keep the facilities in good order and repair, and promptly shall notify TCE of any damage thereto caused by the Client, its agents, employees or invitees. Client shall comply with all applicable laws, ordinances and government regulations applicable to the facilities. Client shall not damage or misuse the facilities, and shall not cause or permit any nuisance, unreasonable noise, loitering or disruption of other building users or occupants, or do anything, which would injure the reputation of TCE.
- Client shall not use the facilities or event for raising funds, including but not limited to, selling merchandise or other items related to the event and/or raffles.
- TCE or its designee(s) may, without advance notice and without liability, monitor the Client's use of the facilities, and the Client shall comply promptly with any reasonable request by TCE to act or refrain from acting in a manner which, in TCE's discretion, is necessary for TCE's welfare
- Client shall not permit any other entity, individual or organization to use or occupy the facilities without the prior written consent of TCE. TCE shall have the right to place reasonable conditions upon any use to which it consents pursuant to this Section.
- Scheduling an event at TCE does not constitute our endorsement or co-sponsorship of Client's organization and must not be reflected as such in any of Client's printed material or communications. A copy of Client's invitation must be provided to TCE and approved by TCE in writing prior to its printing.
- The room(s) designated for the event carries a minimum and maximum attendance number. If the final guarantee number is lower or higher than these numbers, TCE reserves the right to transfer the event to another room and/or increase or decrease the rental fee to Client based on the established TCE rental policies. A guaranteed attendance count is due 3 business days prior to the event. The guaranteed attendance count cannot be reduced after this confirmation unless other arrangements have been made in writing with the TCE Conference Manager.
- TCE reserves the right to shuffle room bookings provided that the change does not impact event specifications as submitted by the Client.
- All displays, exhibits, decorations, equipment must be checked in, and all musicians must check in, with the TCE Conference Manager at least 2 hours prior to transport and set up on TCE premises. Delivery and pick up times must be coordinated with Center for Healthy Communities Staff.

- All displays, exhibits, and decorations must conform to the Los Angeles City Building Code and Fire ordinances, and should be freestanding without attachment to walls, ceiling, or floor.
- There may be additional charges to be determined according to the special needs of Client in accord with the volume and size of the event, including but not limited to audio visual equipment, rentals of subcontracted services which may include transportation, technicians, valet parking, or additional labor and security charges. Any additional or specific costs incurred by TCE in the set-up or operation of Client's event which are not part of the normal operating expense will be charged to Client.
- TCE will be monitoring the volume (sound level) of Client's entertainment. If volume is excessive, TCE reserves the right to shut down all entertainment.
- TCE reserves the right to inform Client or the function host of any of their guests who may be disorderly, obnoxious or out of control before TCE removes said guest(s) from TCE's premises.
- Client shall immediately pay TCE for the cost of repairing any damage to the facilities caused by Client, its agents, employees or invitees in connection with the event. Client shall keep the facilities in an orderly condition and cause all refuse and debris to be properly discarded.
- TCE shall approve in advance all equipment and materials brought to the facilities by Client. TCE shall further approve in advance the location of such equipment and materials brought to the facilities by Client, and the location of any vehicles used to load and unload such equipment and materials. Client shall remove any equipment and materials brought onto the facilities property.

### **Menu, Food & Beverage**

- All catering provided on TCE premises must be ordered through TCE's on site, contracted Caterer. Payment for food charges will be made out to said Caterer.
- Final catering order for food and/or beverage service by TCE's Caterer is due by noon three (3) business days before event. Please note that TCE's facilities are closed every other Friday. Confirm with TCE which Friday is a closed day to accurately calculate your order due date. For example, if your event is Thursday, your order will be due Monday by noon. If your event is Wednesday, your order will be due Thursday by noon the week before when the facilities are closed the Friday before. No changes to the final order may be made once this deadline is reached.
- Final payment of the estimated outstanding balance of the event is also due three (3) business days prior to the scheduled event and will require a signed credit card authorization for a remaining balance and extra charges, if any. A \$25.00 fee may be charged to Client, at TCE's sole discretion, for all returned checks.

- If the final catering order is cancelled after it is submitted to TCE, the total amount of the catering order will be due to the Caterer.
- No food or beverage of any kind may be brought into TCE by a Client without the written permission of TCE and are subject to such service and/or labor charges as are deemed necessary by TCE.
- Clients may not remove any food items from TCE premises.

### **Liability**

- TCE cannot assume liability for any personal property and equipment of Client or Client's guests or invitees brought to TCE facilities. TCE is not responsible for Client property, equipment, or materials not removed from the premises at the conclusion of the event.
- Client represents and warrants that it shall not cause or permit any hazardous substances to be brought onto the facilities, or to be disposed of or otherwise released onto or under the real property of the facilities.
- To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.
- If this Agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to TCE that he/she has full authority to sign this Agreement.
- Client shall be responsible for any injuries to any of Client's guest, the general public or TCE employees resulting from negligent action(s) by any person(s) in connection with Client's function, other than if caused by the willful misconduct or gross negligence of TCE. Client shall be held responsible for the cost of any damage to TCE property caused by any person(s) connected with Client's function. Client shall indemnify and hold harmless TCE, its agents and employees from all claims, actions, cause of action or liabilities arising out of or resulting from Client's use of the facilities.

## Center for Healthy Communities



- If for any reason beyond control, but not limited to strike, labor dispute, accident, act of war, act of God, fire, flood or other emergency condition, TCE is unable to perform its obligation under this Agreement, such nonperformance is excused and TCE may terminate this Agreement without further liability of any nature, upon return of Client's deposit. In no event shall TCE be liable for consequential damages of any nature for any reason whatsoever.

### Miscellaneous

- This Agreement contains all of the terms agreed to by the parties and shall supercede all prior agreement, written or oral, concerning the subject matter herein. Any changes to these terms must be made in writing and signed by both parties to be effective.
- Any notice required or permitted by the terms of the Agreement should be made in writing. All notices must be addressed to the person named and to the address below.

The California Endowment  
The Center for Healthy Communities  
1000 N. Alameda St.  
Los Angeles, CA 90012  
Attn: Sue Ko

- Should any dispute occur under or based in any manner upon this Agreement, both parties consent to resolution by binding arbitration by one arbitrator, in the county of Los Angeles, California, in accordance with the rules of the American Arbitration Association (AAA). The judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In addition, in the event of any dispute, action or arbitration hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees.
- This Agreement shall be governed by and construed under the laws of the State of California. If any provision of this Agreement is unenforceable under applicable law, the remaining provisions of this Agreement shall continue in full force and effect.
- All of the Client's obligations under this Agreement shall be at Client's sole cost and expense.
- No course of dealing between TCE and the Client or any failure or delay in exercising any rights shall operate as a waiver of any rights. No waiver shall be effective unless in writing and signed by an authorized representative. Any waiver on one occasion shall not operate as a waiver of any subsequent breach or default. Acceptance of any rental fee shall not constitute a waiver by TCE, regardless of TCE's knowledge of any breach or default of the Client.
- In any action to enforce, or arising out of, this Agreement, the prevailing party shall be entitled to be awarded all court costs and reasonable legal fees incurred.



- The Client may not assign (directly, by operation of law, or otherwise) this Agreement or any of its rights or obligations under this Agreement without the prior written consent of TCE. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
- In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, a modified provision shall be substituted which carries out as nearly as possible the original intent of the parties, and the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired thereby.
- TCE retains the right to use or permit the use of any portion of the facilities not granted to the Client to any person or entity regardless of the nature of the use of such other space provided it does not interfere with the Client's use of the facilities.
- The Client shall at its own expense obtain all licenses and permits required for the presentation of the event in the facilities.
- At the expiration of the use period, the Client shall deliver possession of the facilities back to TCE in its original condition, reasonably clean and free of any debris and personal property or equipment owned or placed in the facilities by the Client or any of its employees, agents, contractors or invitees.
- This Agreement does not confer any rights or benefits upon any persons or entities other than TCE and Client and their permitted, respective successors and assigns. There are no third party beneficiaries.
- Nothing contained in this Agreement will be deemed to constitute TCE and Client as partners or joint venturers with each other. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way. Client agrees that it will be solely responsible for the payment of all wages, federal, state and local income taxes, as well as all workers' compensation insurance requirements for all personnel it supplies pursuant to this Agreement.
- No interruption or malfunction of any utility services, whether such services are provided by TCE or arranged for by Client, shall (a) constitute an eviction or disturbance of Client's use and possession of the facilities or a breach by TCE of any obligations hereunder, or (b) render TCE liable for damages or (c) entitle Client to be relieved of any obligations hereunder. In the event of any such interruption of service provided by TCE, TCE shall be obligated only to use reasonable diligence to restore such service.
- Client agrees to comply with all applicable laws, statutes, ordinances, rules and regulations, including but not limited to rules and procedures of TCE.

**Acknowledgment**

By signing below, Client acknowledges that the foregoing conditions have been read and understood and Client agrees to comply with said conditions. Please return an executed copy of this Agreement with the specified deposit. So long as the Agreement and deposit are not returned, TCE reserves the right to cancel the tentative reservation. This signature page may be signed by the parties and sent by electronic transmission (facsimile), mail, or DocuSign.

**\*\*\*\*\*DEPOSITS PAYABLE BY CHECK ONLY\*\*\*\*\***

Please make checks payable to The California Endowment

Comments: Please return <b>deposit</b> and signed <b>contract</b> by 5/6//2015. Thank you.			
Contract issue date: 4/22/2015			
Print name: Janice Friend		Phone: 213.251-6874	
Reservation name: LACDMH - Program Support Bureau		Res. # 46976	
Event name: <i>Connections for Life Through Employment and Education</i>			
Event date: Wednesday April 6, 2016		Event time: 7:30AM - 4:15PM	
Location 1: Cabrillo	Location 2: Catalina	Location 3: Joshua Tree	Location 4: Mojave
Location 5: Yosemite	Location 6:	Location 7:	Location 8:
Deposit due by: FREQUENT REQUESTOR NO DEPOSIT DUE		Amount of deposit: \$0	
Client signature:		Date:	
FOR TCE USE:			
Accepted by:		Date:	

**PAYMENT REQUEST FOR FOOD SERVICE**

**(Room deposits must in the form of a check. Thank you.)**

☐ I would like to pay by check.

**(PLEASE MAKE CHECKS PAYABLE TO SODEXO AMERICA, LLC)**

☐ I would like to pay by credit card.

**RESERVATION NUMBER:**

Please put the CREDIT CARD BILLING ADDRESS not your personal billing address:

Full name:

Street address:

City, State, Zip Code:

Credit card type: ☐ Visa ☐ MasterCard ☐ American Express

Credit card number:

Credit card expiration date:

I authorize TCE to charge my credit card for the amount(s) of my special event to be held at the Center for Healthy Communities, The California Endowment.

Signature: